

8225

VOLUNTARY AGREEMENT

This Voluntary Agreement entered into this 14th day of February, 2001, by and between Fabwill, Inc., t/a Royal Palace (hereinafter referred to as Applicant), and Dupont Circle Advisory Neighborhood Commission 2B (hereinafter referred to as ANC 2B), pursuant to 35 DCR No. 26, Section 1513:

WHEREAS, Applicant's Application No. 008225 for a renewal Class "CN" Retailer's License at premises 1805 Connecticut Avenue, N.W. is pending before the District of Columbia Alcoholic Beverage control Board (hereinafter referred to as the "Board"); and

WHEREAS, premises 1805 Connecticut Avenue, N.W. is within the jurisdictional boundaries of Dupont Circle ANC 2B; and

WHEREAS, Dupont Circle ANC 2B reviewed the renewal application at its duly called meeting on Wednesday, February 14, 2001 and a quorum being present; and

WHEREAS, the Applicant and ANC 2B, mutually desiring to enter into this Voluntary Agreement;

NOW *THEREFORE*, Applicant and ANC 2B set forth their mutual agreement with the intent to be bound thereby, as follows, and request that the Board approve and incorporate the text of this voluntary Agreement in its order granting Application No. 008225:

- 1) From the date of adoption of this agreement and throughout the term thereof, Applicant agrees not to display any advertisement or words in any format, or any drawings or pictures of any kind which refer to dancing of any kind, or live performances of any kind, or which in any way refer to sexually-oriented activity. All signage must comply with applicable DC zoning and historic preservation rules applicable to the premises.
- 2) Applicant agrees to patrol the sidewalk in front of his establishment to ensure that such are kept clear of debris and patrons will not congregate on the sidewalk. If Applicant becomes aware that there is a line of customers at the front door onto public space, Applicant shall provide staff to monitor such line to ensure that the sidewalk is not blocked in such a manner as to disturb the flow of pedestrians on such space or allow noise from individuals to disturb residents.
- 3) Applicant agrees neither to request nor to make any change in current hours of operation, without notification and review by ANC 2B prior to the submission of any such application.

4) From the date of adoption of this agreement and throughout the term thereof, Applicant agrees not to utilize or lease any portion of the building located at 1805 Connecticut Avenue, N.W., for any sex-oriented business or for any massage parlor, bath house, or similar business, with the sole exception of the nude or semi-nude entertainment that Applicant itself provides in conjunction with its ABC license on the ground (first) floor of the premises

5) It is the intent of the parties that this agreement shall be submitted to the Board for approval and incorporation into any order issued by the Board in connection with the above-reference application.

6) The Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for ANC 2B to petition the Board for revocation Applicant's ABC license following a Show Cause Hearing pursuant to 25 DC CODE 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.


Dupont Circle ANC2B

2/14/2001
Date


VINH Q. NGUYEN - CORPORATE DIRECTOR
Fabwill, Inc. t/a Royal Palace

2/14/2001
Date

VOLUNTARY AGREEMENT

This Voluntary Agreement entered into this 31ST day of March, 1994, by and between Fabwill, Inc., t/a Royal Palace (hereinafter referred to as "Applicant"), and Dupont Circle Advisory Neighborhood Commission 2B (hereinafter referred to as "Protestant"), pursuant to 35 DCR No. 26, Section 1513:

WHEREAS, Applicant's application (#08225) for a Class "CN" Retailer's License at premises 1805 Connecticut Avenue, N.W. is pending before the District of Columbia Alcoholic Beverage Control Board (hereinafter referred to as the "Board"); and

WHEREAS, premises 1805 Connecticut Avenue, N.W. is within the jurisdictional boundaries of Dupont Circle ANC 2B; and

WHEREAS, Dupont Circle ANC 2B is recognized by the Board as a protestant in said case; and

WHEREAS, the Applicant and Protestant, mutually desiring to resolve said protest, have explored possible solutions;

NOW THEREFORE, Applicant and Protestant set forth their mutual agreement with the intent to be bound thereby, as follows, and request that the Board approve and incorporate the text of this Voluntary Agreement in its order granting application #08225:

1) Protestant hereby agrees to withdraw its motion in opposition to Applicant's Class "CN" Retailer's License, application #08225.

2) From the date of adoption of this agreement and throughout the term thereof, Applicant agrees not to display any advertisement or words in any format, or any drawings or pictures of any kind which refer to dancing of any kind, or live performances of any kind, or which in any way refer to any sexually-oriented activity. No signage on the building may be lighted. All signage must comply with applicable D.C. zoning and historic preservation rules applicable to the premises.

3) From the date of adoption of this agreement and throughout the term thereof, Applicant agrees not to execute a transfer consent regarding its ABC license under any conditions that would thereafter permit nude or semi-nude performances of any kind. It is understood and agreed that the adoption of this agreement by the Board will operate to terminate any grandfather provisions which would permit nude or semi-nude dancing, whether such grandfather provisions were permitted by the Certificate of Occupancy or by license issued by the Board.

4) Applicant agrees neither to request nor to make any change in current hours of operation.

5) From the date of adoption of this agreement and throughout the term thereof, Applicant agrees not to utilize or lease any portion of the building located at 1805 Connecticut Avenue, N.W., for any sex-oriented business or for any massage parlor, bath house, or similar business, with the sole exception of the nude or semi-nude entertainment that Applicant itself provides in conjunction with its ABC license on the ground (first) floor of the premises.

6) It is the intent of the parties that this agreement shall be submitted to the Board for approval and incorporation into any order issued by the Board in connection with the above-reference application.

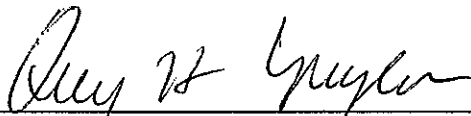
7) The Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for ANC 2B to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.



Dupont Circle Advisory Neighborhood
Commission 2B

3/31/94
Date



Fabwill, Inc., t/a Royal Palace

4-05-94
Date